

MAINTENANCE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PAGE

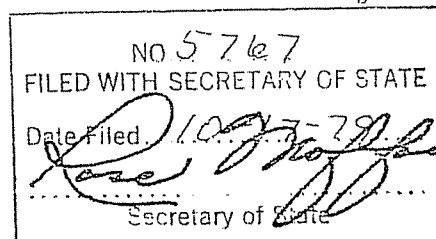
THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF PAGE, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following location:

US 39 and US 89L (South)  
US 39L and North Navajo Drive



NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1980, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State highways which traverse within the boundaries of the CITY.

7. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.


10. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of October, 1979, but in no event prior to its being filed with the Secretary of State.

11. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

  
Chief Deputy State Engineer

ATTEST:

  
City Clerk

CITY OF PAGE

By: \_\_\_\_\_

  
Rance S. Makuch

Title: City Manager

EXHIBIT "C"

LETTER ADDENDUM

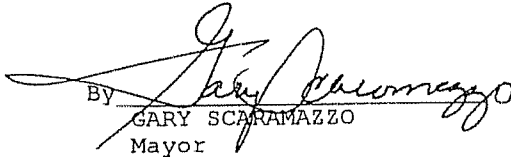
In accordance with paragraph 7. of the Agreement AG # 79-776, Secretary of State #5767 dated 17 October 1979, for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF PAGE it is agreed by both parties that the following intersection be added to the existing list of intersections to be operated and maintained as set forth in the agreement:

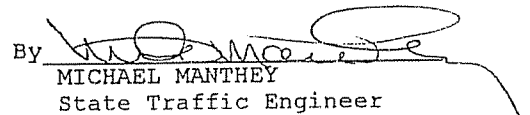
State Route 98 at Coppermine Road

CITY OF PAGE

STATE OF ARIZONA

Department of Transportation

By   
GARY SCARAMAZZO  
Mayor

By   
MICHAEL MANTHEY  
State Traffic Engineer

Date: January 9, 1997

Date: 2-10-97

ATTEST:

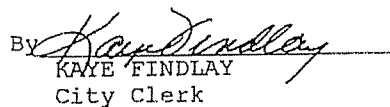
By   
KAYE FINDLAY  
City Clerk

EXHIBIT "C"  
LETTER ADDENDUM

In accordance with paragraph 7 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF PAGE consummated on October 17, 1979 it is agreed by both parties that the following location(s) be added to or deleted from, the existing list of locations to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

J. B. Mont  
Chief Deputy State Engineer

CITY OF PAGE

By: \_\_\_\_\_

Rance S. Makuch

Title: City Manager

ATTEST:

Symone W. Hart  
City Clerk

Date Signed: 9-10-79

REGULAR MEETING

PAGE CITY COUNCIL

August 1, 1978

Call to Order

A Regular Meeting of the Page City Council was held on Tuesday, August 1, 1978. The Mayor called the meeting to order at 8:00 p.m. Members of Council present were Mayor Marjorie Doland and Councilmen Stanford Bracken, Charles Gidcumb, Raymond Hickman, Kirby Jackson, and Don K. Thibodeaux. Also present were City Manager Rance S. Makuch, City Attorney Charles Stoddard III, and City Clerk Jimmie W. Frost. Robert Nichols of the Shepherd of the Desert Lutheran Church gave the invocation.

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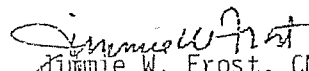
Intergovern-  
mental  
Agreement  
ADOT

The proposed intergovernmental agreement with ADOT for maintenance of lights and signals on highways within the City was discussed. Mr. Makuch recommended approval. Motion by Councilman Thibodeaux, seconded by Councilman Jackson, and carried by unanimous vote that this agreement be approved.

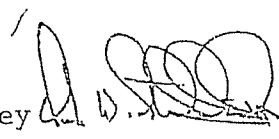
. . . . .

State of Arizona       )  
County of Coconino    ss  
City of Page           )

I, Jimmie W. Frost, City Clerk of the City of Page, do hereby certify that this is a true and accurate excerpt from the minutes of the Regular Meeting of the City Council of the City of Page held on the 1 day of August, 1978.

  
Jimmie W. Frost, CMC  
City Clerk, City of Page

CITY OF PAGE  
MEMORANDUM

DATE: July 14, 1978  
TO: Mayor and Council  
FROM: Charles W. Stoddard III, City Attorney   
SUBJECT: Intergovernmental Agreement  
REFERENCE:

I have reviewed the draft of the Maintenance Intergovernmental Agreement between the State of Arizona and the City of Page and I find that the draft agreement is in proper form and it is within the powers and authority of the City to execute the agreement on behalf of the City of Page.





OFFICE OF THE  
**Attorney General**

1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN  
~~XXXXXXXXXXXX~~  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

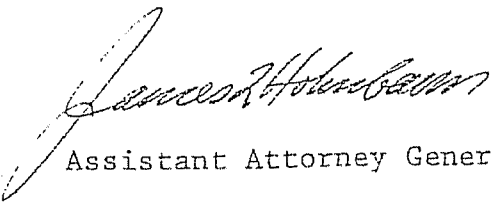
DETERMINATION

A. G. Contract No. 79-776 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 9th day of October, 1979.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General